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TRACY CHAPMAN

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

TRACY CHAPMAN,

Plaintiff,

vs.

ONIKA TANYA MARAJ p/k/a  
NICKI MINAJ and DOES 1-10,

Defendants.

No. 2:18-cv-09088 VAP (SSx)

**STIPULATION AND  
CONFIDENTIALITY AND  
PROTECTIVE ORDER**

[Discovery Document: Referred to  
Magistrate Judge Suzanne H. Segal].

1 Plaintiff Tracy Chapman ( "Plaintiff") and Defendant Onika Tanya Maraj  
2 p/k/a Nicki Minaj ("Defendant") (collectively with Plaintiff, "Parties"), by and  
3 through their respective counsel of record, hereby stipulate and request that the  
4 Court issue a Protective Order pursuant to Fed. R. Civ. P. 26(c) to protect the  
5 confidentiality of certain documents, information, and things that may be disclosed  
6 during discovery or other proceedings in this action as follows:

7 **1. PURPOSES AND LIMITATIONS.**

8 Disclosure and discovery activity in this action are anticipated to involve the  
9 production of confidential, proprietary, or private information, including trade  
10 secrets and confidential financial information, for which special protection from  
11 disclosure to the public and from the use for any purpose other than the prosecution  
12 and defense of this litigation would be warranted. Accordingly, the Parties hereby  
13 stipulate to and petition the Court to enter the following Stipulated Protective  
14 Order. The parties acknowledge that this Order does not confer blanket protections  
15 on all disclosure or responses to discovery, and that the protection it affords extends  
16 only to the limited information or items that are entitled under the applicable legal  
17 principles to treatment as confidential. The Parties further acknowledge, as set  
18 forth in Section 12, below (FILING PROTECTED MATERIAL), that this  
19 Stipulated Protective Order does not entitle them to file confidential information  
20 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
21 and the standards that will be applied when a party seeks permission from the court  
22 to file material under seal.

23 Good Cause Statement: This Action is likely to involve confidential  
24 intellectual property and other valuable commercial, financial, and/or proprietary  
25 information for which special protection from public disclosure and from use for  
26 any purpose other than prosecution of this action is warranted. Such confidential  
27 and proprietary materials and information consist of, among other things,  
28 confidential business or financial information, information regarding confidential

1 business practices, or other confidential intellectual property or commercial  
2 information (including information implicating privacy rights of third parties),  
3 information otherwise generally unavailable to the public, or which may be  
4 privileged or otherwise protected from disclosure under state or federal statutes,  
5 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
6 information, to facilitate the prompt resolution of disputes over confidentiality of  
7 discovery materials, to adequately protect information the parties are entitled to  
8 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
9 of such material in preparation for and in the conduct of trial, to address their  
10 handling at the end of the litigation, and serve the ends of justice, a protective order  
11 for such information is justified in this matter. It is the intent of the parties that  
12 information will not be designated as confidential for tactical reasons, and that  
13 nothing be so designated without a good faith belief that it has been maintained in a  
14 confidential, non-public manner, and there is good cause why it should not be part  
15 of the public record of this case.

16 **2. DEFINITIONS.**

17 2.1. Action: the above-captioned pending federal lawsuit.

18 2.2. Party or Parties: the above-named Parties to this litigation, all  
19 predecessors or successors thereof, all past or present divisions, business units,  
20 subsidiaries or affiliates, and any of their officers, directors, employees, and/or  
21 agents.

22 2.3. Non-Party or Non-Parties: any natural person, partnership,  
23 corporation, association, other legal entity, including, but not limited to, their past  
24 or present divisions, business units, subsidiaries or affiliates, and any of their  
25 officers, directors, employees, and/or agents, who are not named as a Party to this  
26 Action.

27 2.4. Disclosure or Discovery Material: all items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this Action.

2.5. Confidential Information: the term “Confidential Information” shall refer to information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under Federal Rules of Civil Procedure Rule 26(c), including, but not limited to the following: trade secrets; other confidential and proprietary technical, research, or development information; commercial, financial, marketing, budgeting and/or accounting information; information about existing and potential customers or clients, marketing studies, performance, and projections; business strategies, decisions and/or negotiations; personnel compensation, evaluations and other employment information; personal information; confidential information about the musical compositions and/or sound recordings at issue in this action; confidential and proprietary information about affiliates, parents, subsidiaries and/or individuals/entities with whom the Parties to this action have or have had business relationships; and other information, including, but not limited to certain confidential contracts and/or agreements, the disclosure of which would be detrimental to that Party and/or the conduct of that Party’s business or the business of that Party’s customers or clients.

2.6. Confidential Information – Attorneys’ Eyes Only: the term “Confidential Information – Attorneys’ Eyes Only” shall refer to Confidential Information for which there is a reasonable and good faith basis to believe that such information, if disclosed to a Party, would be likely to cause actual and material harm to the designating party, including, but not limited to, disclosure of trade secrets or other highly sensitive, non-public information. “Confidential Information – Attorneys’ Eyes Only” is included within the meaning of “Confidential Information” as used in this Order, and all provisions of this Order that apply to “Confidential Information” also shall apply to “Confidential

Information – Attorneys’ Eyes Only”, with such additional protections that are expressly afforded to “Confidential Information – Attorneys’ Eyes Only”.

2.7. Producing Party and Designating Party: the Party (and its Counsel) that is supplying information to any other Party or any non-party that is supplying information to any Party.

2.8. Receiving Party and Non-Designating Party: the Party (and its Counsel) who is receiving information from any other Party or non-party.

2.9. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, and who is not a past or a current employee of a Party or of a competitor of a Party and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this Action.

2.10. Counsel: the lawyers of record for each of the Parties in this Action.

2.11. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstratives; organizing; storing; retrieving data in any form or medium), and their employees and subcontractors.

2.12. Protected Material: any Disclosure or Discovery Material that is designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” pursuant to this Stipulated Protective Order.

### **3. SCOPE.**

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also any information copied, derived, or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material. The protections

1 conferred by this Stipulated Protective Order do not cover the following  
2 information: (a) any information that is in the public domain at the time of  
3 disclosure to a Receiving Party or becomes part of the public domain after its  
4 disclosure to a Receiving Party as a result of publication not involving a violation  
5 of this Order, including becoming part of the public record through trial or  
6 otherwise; and (b) any information known to the Receiving Party prior to the  
7 disclosure or obtained by the Receiving Party after the disclosure from a source  
8 who obtained the information lawfully and under no obligation of confidentiality to  
9 the Designating Party.

10 Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

#### 12 **4. DURATION.**

13 Even after final disposition of this Action, the confidentiality obligations  
14 imposed by this Stipulated Protective Order shall remain in effect until a  
15 Designating Party agrees otherwise in writing or a court order otherwise directs.  
16 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
17 defenses in this Action, with or without prejudice; and (2) final judgment herein  
18 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
19 reviews of this Action, including the time limits for filing any motions or  
20 applications for extension of time pursuant to applicable law.

#### 21 **5. DESIGNATING PROTECTED MATERIAL.**

##### 22 **5.1 Exercise of Restraint and Care in Designating Materials for Protection.**

23 Each Party or non-party that designates information or items for protection  
24 under this Order must take care to limit any such designation to specific material  
25 that qualifies under the appropriate standards. A Designating Party must take care  
26 to designate for protection only those parts of material, documents, items, or oral or  
27 written communications that qualify – so that other portions of the material,  
28 documents, items, or communications for which protection is not warranted are not

1 swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, routinized designations are prohibited. Designations  
3 that are shown to be clearly unjustified, or that have been made for an improper  
4 purpose (e.g., to unnecessarily encumber or retard the case development process, or  
5 to impose unnecessary expenses and burdens on other parties), will expose the  
6 Designating Party to sanctions.

7 If it comes to a Party's or a Non-Party's attention that information or items  
8 that it designated for protection do not qualify for protection at all, then that Party  
9 or Non-Party must promptly notify all other parties that it is withdrawing the  
10 mistaken designation.

11 5.2 Manner and Timing of Designations. It shall be the duty of the  
12 Designating Party seeking protection of Protected Material to indicate to the other  
13 Party and its Counsel which materials are to be considered "Confidential  
14 Information" or "Confidential Information – Attorneys' Eyes Only". Upon the  
15 entry of this Stipulated Protective Order, all documents produced in this proceeding  
16 that the Producing Party reasonably believes contain "Confidential Information" or  
17 "Confidential Information – Attorneys' Eyes Only" may be designated as  
18 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY",  
19 respectively. In addition, all portions of pleadings, answers to interrogatories,  
20 answers to requests for admissions, responses to requests for production of  
21 documents, expert reports, declarations, and deposition testimony and deposition  
22 exhibits that rely upon or reference documents and/or information designated as  
23 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
24 pursuant to this Stipulated Protective Order shall be subject to this Order as set  
25 forth below.

26 (a) Designation of Protected Material in conformity with this  
27 Stipulated Protective Order requires:

28 (i) For documents and things, at the time of their production.

1 However, in the event a Producing Party elects to produce documents and things for  
2 inspection, no designation need be made prior to the inspection for “Confidential  
3 Information”. For purposes of inspection, all documents shall be considered  
4 “CONFIDENTIAL” unless otherwise previously designated as “CONFIDENTIAL  
5 – ATTORNEYS’ EYES ONLY”. Upon a request for copying, the Producing Party  
6 shall designate such documents and things as “CONFIDENTIAL” or  
7 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to the provisions of  
8 this Protective Order;

9 (ii) For answers to interrogatories, answers to requests for  
10 admissions, responses to requests for production of documents, and expert reports,  
11 at the time they are provided to the other Parties;

12 (iii) For declarations and pleadings, at the time of their filing;  
13 and

14 (iv) For deposition testimony and/or deposition exhibits, at the  
15 time of the testimony or within thirty (30) business days after the Designating Party  
16 receives the transcript of the deposition. Until such time period expires, the  
17 deposition testimony and/or deposition exhibits shall be treated as “Confidential  
18 Information” unless otherwise specified in writing or on the record of the  
19 deposition.

20 (b) The designation of “Confidential Information” and  
21 “Confidential Information – Attorneys’ Eyes Only” shall be made in the following  
22 manner:

23 (i) For documents produced in response to a discovery  
24 request, by placing a legend of “CONFIDENTIAL” or “CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY” on each page of such documents, or, if not  
26 practicable or if doing so might damage the document, image or other things, as  
27 otherwise agreed by the Parties and/or Non-Party;

28 (ii) For tangible objects, by placing a label or tag with a



1 legend of “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” on the object or the container for the object, or if not practicable, as  
3 otherwise agreed by the Parties and/or non-party;

4 (iii) For answers to interrogatories, answers to requests for  
5 admissions, responses to requests for production of documents, expert reports and  
6 declarations, by placing a legend of “CONFIDENTIAL” or “CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” on the face of such responses, declarations or  
8 reports;

9 (iv) For pleadings, by placing a legend of “CONFIDENTIAL”  
10 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the face of such  
11 pleading; and

12 (v) For deposition testimony and/or exhibits, following  
13 designation pursuant to paragraph 5.2(a)(iv) above, all copies of deposition  
14 transcripts that contain information or material designated as “Confidential  
15 Information” or “Confidential Information – Attorneys’ Eyes Only” shall include  
16 the legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY” on the cover thereof. All labels, legends and tags, as above stated, shall be  
18 in a place or manner that avoids any interference with the legibility of the material.

19 5.3 Inadvertent Failures to Designate. If corrected within a reasonable  
20 time, a Producing Party does not waive the right to designate material as  
21 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by  
22 inadvertently failing to designate it as such before producing the same to the  
23 Receiving Party. After being notified of the inadvertent failure, the Receiving Party  
24 must take reasonable steps to retrieve the information if the party disclosed it before  
25 being notified, and to have any person who received the material sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and must make  
27 reasonable efforts to assure that the material is treated in accordance with the  
28 provisions of this Order.

1           5.4   Right to Re-Designate. A Designating Party retains the right  
2 subsequently to re-designate materials and to require such documents to be treated  
3 in accordance with such designations from that time forward by providing written  
4 notice to all other Parties.

5       **6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

6           6.1   Timing of Challenges. Unless a prompt challenge to a Designating  
7 Party's confidentiality designation is necessary to avoid foreseeable substantial  
8 unfairness, unnecessary economic burdens, or a later significant disruption or delay  
9 of the litigation, a party does not waive its right to challenge a confidentiality  
10 designation by electing not to mount a challenge promptly after the original  
11 designation is disclosed. Accordingly, any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14          6.2   Meet and Confer. A Party that elects to initiate a challenge to a  
15 Designating Party's confidentiality designation must do so in good faith and must  
16 begin the process by conferring directly (as required by Local Civil Rule 37-1),  
17 with counsel for the Designating Party. In conferring, the challenging Party must  
18 explain the basis for its belief that the confidentiality designation was not proper  
19 and must give the Designating Party an opportunity to review the designated  
20 material, to reconsider the circumstances, and, if no change in designation is offered,  
21 to explain the basis for the chosen designation.

22          6.3   Judicial Intervention. The burden of persuasion in any challenge  
23 proceeding shall be on the Designating Party. Until the Court rules on the  
24 challenge, all parties shall continue to afford the material in question the level of  
25 protection to which it is entitled under the Producing Party's designation. Frivolous  
26 challenges, and those made for an improper purpose (e.g., to harass or impose  
27 unnecessary expenses and burdens on other parties) may expose the challenging  
28 party to sanctions.

1  
2 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
4 disclosed or produced by another Party or by a Non-Party in connection with this  
5 Action only for prosecuting, defending, or attempting to settle this litigation. Such  
6 Protected Material may be disclosed only to categories of persons and under the  
7 conditions described in this Stipulated Protective Order. When the litigation has  
8 been terminated, a Receiving Party must comply with the provisions of Section 13,  
9 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated CONFIDENTIAL  
16 only to:

17 (a) the Receiving Party’s Counsel of record in this Action, as well  
18 as employees of said Counsel (including, without limitation, any paralegal, clerical,  
19 or other assistant that such attorneys hire and assign to this matter) to whom it is  
20 reasonably necessary to disclose the information for this litigation, and all of whom  
21 are bound by the provisions of this Stipulated Protective Order;

22 (b) the current and former officers, directors, and employees of the  
23 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
24 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to  
26 whom disclosure is reasonably necessary for this litigation and who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (d) the Court and its personnel;

1 (e) court reporters, their staffs, and Professional Vendors to whom  
2 disclosure is reasonably necessary for this litigation and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (f) professional jury or trial consultants and mock jurors, to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) during their depositions, witnesses in the action to whom  
8 disclosure is reasonably necessary. Pages of transcribed deposition testimony or  
9 exhibits to depositions that reveal Protected Material must be separately bound by  
10 the court reporter and may not be disclosed to anyone except as permitted under  
11 this Stipulated Protective Order;

12 (h) the author or recipient of a document containing the information  
13 or a custodian or other person who otherwise possessed or knew the information;  
14 and

15 (i) any mediator or settlement officer, and their supporting  
16 personnel, mutually agreed upon by any of the Parties engaged in settlement  
17 discussions.

18 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
19 Information or Items. Unless otherwise ordered by the court or permitted in writing  
20 by the Designating Party, a Receiving Party may only disclose any information or  
21 item designated CONFIDENTIAL – ATTORNEYS’ EYES ONLY to:

22 (a) the Receiving Party’s Counsel of record in this Action, as well  
23 as employees of said Counsel (including, without limitation, any paralegal, clerical,  
24 or other assistant that such attorneys hire and assign to this matter) to whom it is  
25 reasonably necessary to disclose the information for this litigation, and all of whom  
26 are bound by the provisions of this Stipulated Protective Order;

27 (b) Experts (as defined in this Order) of the Receiving Party to  
28 whom disclosure is reasonably necessary for this litigation and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) the Court and its personnel;

3 (d) court reporters, their staffs, and Professional Vendors to whom  
4 disclosure is reasonably necessary for this litigation and who have signed the

5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (e) professional jury or trial consultants and mock jurors, to whom  
7 disclosure is reasonably necessary for this Action and who have signed the

8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (f) during their depositions, witnesses in the action to whom  
10 disclosure is reasonably necessary. Pages of transcribed deposition testimony or  
11 exhibits to depositions that reveal Protected Material must be separately bound by  
12 the court reporter and may not be disclosed to anyone except as permitted under  
13 this Stipulated Protective Order;

14 (g) the author or recipient of a document containing the information  
15 or a custodian or other person who otherwise possessed or knew the information;  
16 and

17 (h) any mediator or settlement officer, and their supporting  
18 personnel, mutually agreed upon by any of the Parties engaged in settlement  
19 discussions.

20 **8. PROTECTED MATERIAL SUBPOENAED OR**  
21 **ORDERED PRODUCED IN OTHER LITIGATION.**

22 If a Party is served with a subpoena or an order issued in other litigation that  
23 would compel disclosure of any information or items designated in this action as  
24 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, the  
25 Receiving Party must:

26 (a) promptly notify the Designating Party, in writing (by electronic  
27 mail, if possible) immediately and in no event more than three court days after  
28

1 receiving the subpoena or order. Such notification must include a copy of the  
2 subpoena or court order;

3 (b) promptly notify the Party who caused the subpoena or order to  
4 issue in the other litigation that some or all the material covered by the subpoena or  
5 order is the subject of this Stipulated Protective Order, and deliver a copy of this  
6 Stipulated Protective Order promptly to the Party in the other action that caused the  
7 subpoena or order to issue; and

8 (c) cooperate with respect to all reasonable procedures sought to be  
9 pursued by the Designating Party whose Protected Material may be affected.

10 The purpose of imposing these duties is to alert the interested parties to the  
11 existence of this Stipulated Protective Order and to afford the Designating Party in  
12 this case an opportunity to try to protect its confidentiality interests in the court  
13 from which the subpoena or order issued. The Designating Party shall bear the  
14 burdens and the expenses of seeking protection in that court of its confidential  
15 material – and nothing in these provisions should be construed as authorizing or  
16 encouraging a Receiving Party in this action to disobey a lawful directive from  
17 another court.

18 **9. A NON-PARTY’S PROTECTED MATERIAL**  
19 **SOUGHT TO BE PRODUCED IN THIS LITIGATION.**

20 (a) The terms of this Stipulated Protective Order are applicable to  
21 information produced by a Non-Party in this Action and designated as  
22 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such  
23 information produced by Non-Parties in connection with this litigation is protected  
24 by the remedies and relief provided by this Stipulated Protective Order. Nothing in  
25 these provisions should be construed as prohibiting a Non-Party from seeking  
26 additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to  
28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (i) promptly notify in writing the Requesting Party and the Non-  
4 Party that some or all of the information requested is subject to a confidentiality  
5 agreement with a Non-Party;

6 (ii) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
8 specific description of the information requested; and

9 (iii) make the information requested available for inspection by the  
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this Court within  
12 14 calendar days of receiving the notice and accompanying information, the  
13 Receiving Party may produce the Non-Party's confidential information responsive  
14 to the discovery request. If the Non-Party timely seeks a protective order, the  
15 Receiving Party shall not produce any information in its possession or control that  
16 is subject to the confidentiality agreement with the Non-Party before a  
17 determination by the Court. Absent a court order to the contrary, the Non-Party  
18 shall bear the burden and expense of seeking protection in this court of its Protected  
19 Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
24 writing the Designating Party of the unauthorized disclosures, (b) use its best  
25 efforts to retrieve all copies of the Protected Material, (c) inform the person or  
26 persons to whom unauthorized disclosures were made of all the terms of this Order,  
27 and (d) request such person or persons to execute the "Acknowledgment and  
28 Agreement to Be Bound" that is attached here as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED**  
2 **OR OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or work  
11 product protection, the parties may incorporate their agreement in the stipulated  
12 protective order submitted to the Court.

13 **12. FILING PROTECTED MATERIAL.**

14 Without written permission from the Designating Party or a court order  
15 secured after appropriate notice to all interested persons, a Party may not file in the  
16 public record in this action any Protected Material. A Party that seeks to file under  
17 seal any Protected Material must comply with Local Civil Rule 79-5.

18 **13. FINAL DISPOSITION.**

19 Unless otherwise ordered or agreed in writing by the Producing Party, within  
20 60 days after the final termination of this action, each Receiving Party must either  
21 return all Protected Material to the Producing Party, or destroy all such Protected  
22 Material. As used in this subdivision, “all Protected Material” includes all copies,  
23 abstracts, compilations, summaries or any other form of reproducing or capturing  
24 any of the Protected Material. Whether the Protected Material is returned or  
25 destroyed, the Receiving Party must submit a written certification to the Producing  
26 Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
27 deadline that identifies (by category, where appropriate) all the Protected Material  
28 that was returned or destroyed and that affirms that the Receiving Party has not



1 retained any copies, abstracts, compilations, summaries or other forms of  
2 reproducing or capturing any of the Protected Material.

3 Notwithstanding this provision, Counsel are entitled to retain an archival  
4 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence  
5 or attorney work product, even if such materials contain Protected Material. Any  
6 such archival copies that contain or constitute Protected Materials remain subject to  
7 this Protective Order as set forth in Section 4, above (DURATION).

8 **14. MISCELLANEOUS.**

9 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17 14.3 This Stipulated Protective Order shall survive the final conclusion of  
18 the Action, and the Court shall have jurisdiction to enforce this Stipulated  
19 Protective Order beyond the conclusion of this Action.

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

21 Dated: July 9, 2019

22 BROWNE GEORGE ROSS LLP

MANATT, PHELPS & PHILLIPS, LLP

23 By: /s/ Peter W. Ross

24 By: /s/ Robert A. Jacobs

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*Attorneys for Plaintiff*  
TRACY CHAPMAN

13 **LOCAL CIVIL RULE 5-4.3.4(a)(2)(i) CERTIFICATION**

14 The filer of this document attests that all other signatories listed above on  
15 whose behalf this filing is submitted concur in the filing's content and have  
16 authorized the filing.

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18 /S/  
19 Hon. Suzanne H. Segal  
20 United States District Court Magistrate Judge

21 Date: 7/10/19

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_ [date] in the case of *Chapman v. Maraj*, Case No. 2:18-cv-09088-VAP -  
SS. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_